

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

In re:

FRANCISCO SANTIAGO CASILLAS  
HEDDY E. ALEJANDRO

Debtors

FRANCISCO SANTIAGO CASILLAS  
HEDDY E. ALEJANDRO

Plaintiffs

V.

SCOTIABANK DE PUERTO RICO;  
JOHN DOE & RICHARD DOE;  
INSURANCE COMPANIES X Y Z

Defendants

CASE NO. 08-03248-SEK

CHAPTER 13

ADV. PROC. 09-00019-SEK

**SETTLEMENT AGREEMENT [TO WITHDRAW COMPLAINT  
AND AMENDED COMPLAINT AGAINST ALL CO-DEFENDANTS]**

**TO THE HONORABLE COURT:**

Come now, plaintiffs Francisco Santiago Casillas and Heddy E. Alejandro ("Debtors"), co-defendant Scotiabank de Puerto Rico ("Scotiabank"), and co-defendant NCO Financial Systems, Inc. ("NCO"), through their respective counsel, and very respectfully state and pray:

**RECITALS**

WHEREAS, on May 22, 2008, debtors and plaintiffs Francisco Santiago Casillas and Heddy Esther Alejandro ("Plaintiffs" or "Debtors") filed a voluntary petition under chapter 13 of the Bankruptcy Code, case number 08-03248-BKT (the "Bankruptcy Case").

Docket no. 1 of the bankruptcy case no. 08-03248-BKT.

WHEREAS, on July 31, 2008, Scotiabank filed a proof of claim for the unsecured amount of \$4,326.42 ("Claim" or "Debt"). Claim no. 7 in the claims register of the bankruptcy case no. 08-03248-BKT.

WHEREAS, on August 11, 2008, the bankruptcy court entered an order confirming amended plan dated June 4, 2008. Docket no. 20 of the bankruptcy case no. 08-03248-BKT.

WHEREAS, on February 5, 2009, Debtors filed a complaint that initiated the instant adversary proceeding, and on September 3, 2009, Debtors filed an Amended Complaint, alleging that co-defendants had incurred in willful violation(s) of the automatic stay order. Dockets no. 1 and no. 44 of adversary proceeding no. 09-00019-BKT.

WHEREAS, Scotiabank and NCO understand that their action(s) or omission(s) do not constitute a willful violation of the automatic stay order.

WHEREAS, in order to avoid the inconveniences and costs of litigation, the parties have conversed in an attempt to reach a prompt extrajudicial resolution of the present adversary proceeding.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein and intending to be legally bound hereby, Debtors and Scotiabank and NCO agree as follows:

**STIPULATIONS**

1. For the sole reason of avoiding any further litigation costs and related inconveniences, Scotiabank shall pay the sum of \$30,000.00 and NCO shall pay the sum of \$6,000.00 (for a total amount of \$36,000.00) to Debtors as total and final payment in connection to any and all claims contained in the complaint and the amended complaint filed in the instant adversary proceeding. Such payment shall be delivered to Debtors - plaintiffs - and/or their attorney in a term of thirty (30) days from the entry of the order approving the this Agreement, in the following manner:

- a. NCO shall deliver check or money order in the sum of \$6,000.00 payable to the order of Francisco Santiago Casillas and Heddy E. Alejandro; and Scotiabank shall deliver check or money order in the sum of \$5,000.00 payable to the order of Francisco Santiago Casillas and Heddy E. Alejandro;
- b. Scotiabank shall deliver check or money in the sum of \$11,000.00 payable to the order of José R. Carrión Morales; and
- c. Scotiabank shall deliver check or money order in the sum of \$14,000.00 payable to the order of Marilyn Valdés Ortega.

2. Debtors agree to withdraw with prejudice the complaint and the amended complaint and all allegations against Scotiabank

and NCO, and any other party, contained in the complaint and the amended complaint and hereby releases Scotiabank, (including its affiliates, its parent company, its officers, directors, employees, stockholders, and attorneys), and NCO, (including its affiliates, its parent company, its officers, directors, employees, stockholders, and attorneys), and any related insurance company, from all causes of action, damages, liabilities, expenses and costs whatsoever, arising by reason of the events that prompted the present amended complaint, whether here before or hereafter accruing, whether now known or not known to the parties hereto, and whether based on contract, tort or statute, arising from, or in any manner relating to the claims relating to the alleged violation(s) of the automatic stay order, and any and all matters that were asserted or could have been asserted against Scotiabank and NCO in the complaint and the amended complaint, and in connection to any other facts or matters from the beginning of the world to this date.

3. This Agreement shall not be construed as an admission of wrongdoing or liability from the part of Scotiabank or NCO.

4. This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

5. Except for the payment allocation provision contained herein, the parties hereto agree that each shall bear its own

costs, and that there shall be no imposition of attorneys fees, charges, or costs or expenses.

6. The parties herein respectfully submit that pursuant to Federal Rule of Bankruptcy Procedure 2002(a), an objection period of twenty-one (21) days after the date of service of this Agreement is sufficient, and that an order approving the Agreement should be automatically entered, unless a hearing is requested and a formal objection is filed in this proceeding with the Clerk's Office of the United States Bankruptcy Court, and a copy thereof is delivered to the undersigned counsel for plaintiffs Debtors and co-defendants Scotiabank and NCO.

7. The parties herein submit that service of this Agreement to all parties contained in the master address list included herein is sufficient to comply with all notice requirements.

8. The appearing parties, through their respective counselors, acknowledge that they have read and understand this Agreement, and hereby agree to abide by its terms, which shall be binding once this Agreement is approved by this Honorable Court.

9. This Honorable Court shall retain jurisdiction to enforce the terms of this Agreement and to enter any related orders deemed appropriate.

WHEREFORE, the appearing parties hereby request the withdrawal with prejudice of the complaint that initiated the instant adversary proceeding, and the subsequent amended complaint, with no imposition of costs, charges or expenses, or attorney fees, other than those agreed and specified herein.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, on this 9th day of July, 2010.

**MARILYN VALDES ORTEGA**  
**ATTORNEY FOR PLAINTIFFS**  
**FRANCISCO SANTIAGO CASILLAS**  
**HEDDY E. ALEJANDRO**

s/Marilyn Valdés Ortega  
MARILYN VALDES ORTEGA  
USDCPR 214711  
P.O. BOX 19559  
SAN JUAN, P.R. 00919-5596  
PHONE 787-758-4400  
FAX 787-763-0144  
E-MAIL: valdeslaw@prtc.net

**FERNANDEZ COLLIINS CUYAR & PLA**  
**ATTORNEY FOR CO-DEFENDANT**  
**SCOTIABANK DE PUERTO RICO**

s/Juan A. Cuyar Cobb  
JUAN A. CUYAR COBB  
USDCPR 212401  
P.O. BOX 9023905  
SAN JUAN, P.R. 00902-3905  
PHONE 787-977-3772  
FAX 787-977-3773  
E-MAIL: jcc@fccplaw.com

**PINTO-LUGO OLIVERAS & ORTIZ, PSC**  
**ATTORNEY FOR CO-DEFENDANT**  
**NCO FINANCIAL SERVICES**

S/Jeannette López de Victoria  
JEANNETTE LOPEZ DE VICTORIA  
USDCPR 215101  
P.O. BOX 9024098  
SAN JUAN, P.R. 00902-4098  
PHONE 787-724-8103  
FAX 787-724-8152  
E-MAIL: hoeman1959@aol.com

**NOTICE**

Within twenty-one (21) days after service as evidenced by the certification, and three (3) additional days, pursuant to Fed.R.Bankr.P. 9006(f), if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted, and the Bankruptcy Court may enter an order approving the settlement agreement, unless: (i) the requested relief requested is forbidden by law; (ii) the requested relief requested is against public policy; and/or (iii) in the opinion of the Court, the interest of justice requires otherwise.

In San Juan, Puerto Rico, on this 9th day of July, 2010.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this same date the foregoing settlement agreement was electronically filed, utilizing the CM/ECF System, which will notify the same to the Chapter 13 Trustee José R. Carrión Morales, and I FURTHER CERTIFY that on this same date the foregoing settlement agreement has been caused to be served by regular mail to all interested parties included in the attaches master address list.

FRANCISCO SANTIAGO CASILLAS & HEDDY E. ALEJANDRO

CASE NO. 08-03248 SEK

ADV. NO. 09-00019 SEK

PAGE NO. 8

SETTLEMENT AGREEMENT

In San Juan, Puerto Rico, on this 9th day of July, 2010.

**MARILYN VALDES ORTEGA  
ATTORNEY FOR PLAINTIFFS  
FRANCISCO SANTIAGO CASILLAS  
HEDDY E. ALEJANDRO**

s/Marilyn Valdés Ortega  
MARILYN VALDES ORTEGA  
USDCPR 214711  
P.O. BOX 19559  
SAN JUAN, P.R. 00919-5596  
PHONE 787-758-4400  
FAX 787-763-0144  
E-MAIL: valdeslaw@prtc.net



**09-00019-BKT SANTIAGO CASILLAS et al v. SCOTIABANK PR et al**  
**Case type: ap Related bankruptcy: 08-03248-BKT13 Bankruptcy Judge: BRIAN K. TESTER**  
**Date filed: 02/05/2009 Date of last filing: 07/07/2010**

## Parties

**HEDDY ESTHER ALEJANDRO**  
 PO BOX 553  
 LUQUILLO, PR 00773  
 SSN / ITIN: xxx-xx-0067  
 Added: 02/05/2009  
 (Plaintiff)

represented by

**MARILYN VALDES ORTEGA**  
 VALDES-ORTEGA  
 P O BOX 195596  
 SAN JUAN, PR 00919-5596  
 787 758-4400  
 valdeslaw@prtc.net  
 Assigned: 02/05/09  
 LEAD ATTORNEY

**NCO Financial Systems of PR Inc**  
 P.O. Box 192478  
 Hato Rey, PR 00918  
 Added: 09/25/2009  
 (Defendant)

represented by

**LUIS RAMON ORTIZ SEGURA**  
 PINTO-LUGO, OLIVERAS & ORTIZ  
 P.O.BOX 9024098  
 SAN JUAN, PR 00902-4098  
 787-724-8103  
 787-724-8152 (fax)  
 ortizsegural@pintolaw.com;  
 Assigned: 12/07/09

**FRANCISCO SANTIAGO CASILLAS**  
 PO BOX 553  
 LUQUILLO, PR 00773  
 SSN / ITIN: xxx-xx-8401  
 Added: 02/05/2009  
 (Plaintiff)

represented by

**MARILYN VALDES ORTEGA**  
 VALDES-ORTEGA  
 P O BOX 195596  
 SAN JUAN, PR 00919-5596  
 787 758-4400  
 valdeslaw@prtc.net  
 Assigned: 02/05/09  
 LEAD ATTORNEY

**SCOTIABANK PR**  
 PO BOX 362230  
 SAN JUAN, PR 00936-2230  
 Added: 02/05/2009  
 (Defendant)

represented by

**JUAN A CUYAR COBB**  
 C/O LUIS GUTIERREZ ARQ  
 PO BOX 9023905  
 SAN JUAN, PR 00902-3905  
 jcc@fcv.com  
 Assigned: 03/09/09

**MARILYN VALDES ORTEGA**  
 VALDES-ORTEGA  
 P O BOX 195596  
 SAN JUAN, PR 00919-5596  
 787 758-4400  
 valdeslaw@prtc.net  
 Assigned: 07/09/09

PACER Service Center			
Transaction Receipt			
07/09/2010 14:12:50			
PACER Login:	sl0074	Client Code:	
Description:	Party List	Search Criteria:	09-00019-BKT
Billable Pages:	1	Cost:	0.08